

BLANK ROME LLP
Attorneys for Defendant
Jeremy J.O. Harwood (JH 9012)
405 Lexington Avenue
New York, NY 10174
(212) 885-5000

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEDASIA SHIPPING LTD.,

Plaintiff,

- against -

ORIENT SHIPPING ROTTERDAM,

Defendant.

07 CV 9925 (TPG)

**VERIFIED ANSWER AND COUNTERCLAIM
UNDER ADMIRALTY RULE E(7) OF
SUPPLEMENTAL RULES FOR ADMIRALTY OR
MARITIME CLAIMS AND ASSET FORFEITURE
CLAIMS OF THE FEDERAL RULES OF CIVIL
PROCEDURE**

Defendant ORIENT SHIPPING ROTTERDAM (“ORIENT”) answers the Rule B complaint of MEDASIA SHIPPING LTD. (“MEDASIA” or “Plaintiff”) and states as follows upon information and belief:

1. Admits the allegations in Paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 of the Complaint.
3. Admits the allegations in Paragraph 3 of the Complaint.

4. Admits the allegations in Paragraph 4 of the Complaint.
5. Denies the allegations in Paragraph 5 of the Complaint.
6. Denies the allegations in Paragraph 6 of the Complaint.
7. Denies the allegations in Paragraph 7 of the Complaint.
8. Denies the allegations in Paragraph 8 of the Complaint.
9. Admits the allegations in Paragraph 9 of the Complaint.
10. Paragraph 10 is a legal conclusion that Defendant is not obliged to answer or deny but denies the allegations and claims therein.
11. Paragraph 11 is a legal conclusion which Defendant is not obliged to answer but, as to alleged claim calculations such allegations are denied.
12. Paragraph 12 is a legal conclusion which Defendant is not obliged to answer but such allegations are denied.
13. Paragraph 13 is a legal conclusion which Defendant is not obliged to answer.

AFFIRMATIVE DEFENSES

FIRST

1. The Court lacks personal jurisdiction over Defendant which is specifically not waived by an appearance herein pursuant to Supplemental Rule E(8).

SECOND

2. The Complaint fails to state a cause of action upon which relief may be granted.

THIRD

3. The Complaint must be stayed or dismissed under 9 U.S.C. § 1 et seq. and §§ 201, et seq. in favor of the Arbitration.

**AS AND FOR A COUNTERCLAIM UNDER
SUPPLEMENTAL RULE E(7)**

4. Orient is also entitled to an award of counter-security for its legal fees and costs in the asserted arbitration in the same amount as claimed by Plaintiff of \$55,000.

5. Orient is therefore entitled to counter-security pursuant to Supplemental Rule E(7) in the sum of at least \$55,000.

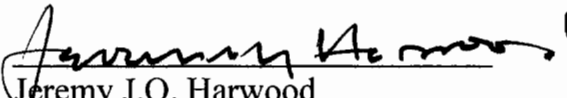
6. Orient reserves its rights to alter and amend its counterclaims to seek further and additional security from Plaintiff and others that may be liable.

WHEREFORE Orient respectfully prays that an order be entered directing Plaintiff post countersecurity in a form acceptable to the Court in the sum of \$55,000, or such other amount as the Court may determine pursuant to Supplemental Rule E(7) and provide such other relief, as may be fair and equitable.

Date: New York, New York
January 3, 2008

Respectfully submitted,

BLANK ROME LLP

By: 
Jeremy J.O. Harwood
405 Lexington Avenue
New York, New York 10174
(212) 885-5000

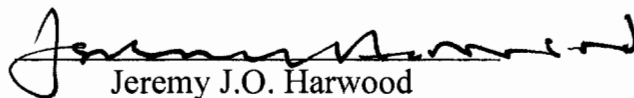
Attorneys for Defendant

VERIFICATION

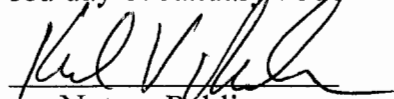
STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

Jeremy J.O. Harwood, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome, LLP, attorneys for Defendant.
2. I have read the foregoing Answer and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Defendant is that Defendant is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Defendant.


Jeremy J.O. Harwood

Sworn to before me this
3rd day of January 2008


Notary Public

KARL V. REDA
Notary Public, State of New York
No. 30-4783126, Qual. in Nassau Cty.
Certificate Filed in New York County
Commission Expires Nov. 30, 2009